

Date Sept, 10-1999

Lutheran Orphans - Old Folks' Home Society

RE Location part of NE 1/4 Section 24, Napoleon Twp., HC, Ohio

Name Waterline Easement

Vol. 142 Page 441 William F. Baden and Minnie Baden H+W Grantor A

Instrument TO Arnold D. Baden Grantee

WD Description N 13.98 acres off S 25.42 acres of SE 1/4 of NE 1/4 Section 24 and lots 5-24, lots 35-44 Heller + Sidlinger's 1st Add and lots 1, 2 + 3 Heller Sidlinger's outlots

Signed 2-8-1945 Filed 2-8-1945 2:03 P.M. Recorded 2-9-1945

Vol. 218 Page 967 Arnold D. Baden, unmarried of legal age Grantor

Instrument TO The Lutheran Orphans' & Old Folks' Home Society of Toledo, Ohio Inc. Grantee

WD Description 16.57 acres NE 1/4 Section 24 - includes South 25' of lot 3 Heller + Sidlinger's Outlots

Signed 10-11-1979 Filed 10-15-1979 at 1:46 PM. Recorded 10-19-79

Vol. 227 Page 164 The Lutheran Orphans' & Old Folks' Home Society of Toledo, Ohio Inc. Nonprofit Org. State of Ohio Grantor

Instrument TO The Lutheran Orphans' & Old Folks' Home Society at Napoleon, Ohio Inc. Grantee

WD Description parcel NE 1/4 Section 24, Napoleon Twp. 10 acres

Signed 8-5-1983 Filed 8-10-1983 / 9:19 A.M. Recorded 8-10-83

Vol.      Page      Grantor     

Instrument TO      Grantee     

Description     

Signed      Filed      M. Recorded     

Vol.      Page      Grantor     

Instrument TO      Grantee     

Description     

Signed      Filed      M. Recorded     

1032 S. Perry St.

## UTILITY EASEMENT

### Know all Men By These Presents:

That THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC., an Ohio non-profit corporation whose principal place of business is located at 1032 South Perry Street, Napoleon, Henry County, Ohio 43545 (the "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the City of Napoleon, Ohio, a municipal corporation (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and RELEASE to the Grantee, its successors and assigns forever, a Utility Easement with the right to lay, install, construct, reconstruct, repair, maintain and operate a water line in and under the following described real property with the right of ingress to and egress from, across and over said premises (real estate) situated in the City of Napoleon, County of Henry and State of Ohio, and described as:

See Legal Description attached hereto as "Exhibit A" which by reference is incorporated herein.

The Grantor claims title to the above described property by virtue of deed recorded in Deed/Official Record Volume 218, page 967 and Volume 227, page 165 of the records of Henry County, Ohio.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantor its successor and assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of the laying, installing, constructing, repairing and supplementing, maintenance, operation, inspection or replacement of said water line, including but not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential. Nevertheless, the Grantee shall restore the Grantor's yards, lawns, crops, fences, tiling, driveways, sidewalks and other similar improvements to as good condition as when entered upon by the Grantee or its agents, employees or contractors or at the Grantee's option, to pay the reasonable, direct, and known damages caused thereto.

Grantee will also have the right to mark the location of the strip by suitable markers set in the ground, but such markers when set in the ground will be placed in fences or other locations which will not interfere with any reasonable use the Grantor will make of the land.

The Easement and right-of-way hereby granted includes the right to cut, trim, and/or otherwise control any trees and/or brush which may endanger the safety of or interfere with the construction and use of said Utility.

**TO HAVE AND TO HOLD** said Utility Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Utility

Easement together with all agreement, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of Grantee, its successors and assigns forever. The provisions of this Easement will inure to the benefit of and bind the successors and assigns of the respective parties to it.

The Grantor hereby covenants that it is the true and lawful owner of the above-described real estate and has full power and authority to convey the same and that the same is free and clear from all liens and encumbrances whatsoever and that the Grantor will warrant and defend the title to the said easement against all lawful claims.

IN WITNESS WHEREOF, THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC. has caused its corporate name to be subscribed hereto by its President this 20<sup>th</sup> day of August, 1999.

SIGNED ACKNOWLEDGED  
AND DELIVERED IN THE  
PRESENCE OF:

THE LUTHERAN ORPHANS' AND  
OLD FOLKS' HOME SOCIETY AT  
NAPOLEON, OHIO, INC.

Patrick H. Pelletier

Gary Spencer

Witness

GARY SPENCER, President

PATRICK H PELLETIER

(Printed Name of Witness)

Alicia Villarreal

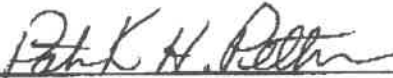
Witness

Alicia Villarreal

(Printed Name of Witness)

STATE OF OHIO            )  
                                   ) SS:  
 COUNTY OF LUCAS        )

BE IT REMEMBERED, that on this 20<sup>th</sup> day of August, 1999, before me, the subscriber, a Notary Public in and for said County and State, personally appeared THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC., an Ohio non-profit Corporation by GARY SPENCER, its President, whose name is subscribed to and which executed the foregoing instrument, and for himself and as such Officer, and on behalf of said Corporation, acknowledged the signing and execution of said instrument, by authority of the Board of Trustees, and on behalf of said Corporation; and that the signing and execution of said instrument is his free and voluntary act and deed, his free act and deed as such Officer, and the free and voluntary act and deed of said Corporation, for the uses and purposes in said instrument mentioned.

  
 \_\_\_\_\_  
 Notary Public  
 PATRICK H. PELTIER  
 NOTARY PUBLIC  
 IN AND FOR THE STATE OF OHIO  
 MY COMMISSION EXPIRES JULY 23, 2002

GRANTOR CORPORATION  
 HAS NO SEAL.

Approved to form:

\_\_\_\_\_  
 David M. Gardner, City Law Director

Accepted by:

\_\_\_\_\_  
 Jon A. Bisher, City Manager

This instrument prepared by:

Richard A. Chase, Esquire  
 2650 North Reynolds Road  
 Suite 3  
 Toledo, Ohio 43615-2082

Napoleon#2-232\utilityeasement

**WATERLINE EASEMENT**

Being that part of the Northeast 1/4 of Section 24, Town 5 North, Range 6 East, in Napoleon Township, City of Napoleon, Henry County, Ohio:

Commencing at the iron bolt marking the intersection of the centerline of Ohio State Route 108 with the south line of the Northeast 1/4 of Section 24;

thence North 00 degrees 08 minutes 00 seconds East along the centerline of South Perry Street (S.R. 108) a distance of 409 feet;

thence South 89 degrees 44 minutes 30 seconds East a distance of 30.00 feet to the point of beginning said point being the centerline of a 20.00 foot wide Waterline Easement;

thence continuing South 89 degrees 44 minutes 30 seconds East a distance of 368.00 feet;

thence North 00 degrees 08 minutes 00 seconds East a distance of 154 feet to the point of termination.

Prepared by:

Frederick J. Berning, P.S.-P.E.  
Professional Surveyor, No. 4926

96-160.lgl

**EXHIBIT "A"**

### WATERLINE EASEMENT

Being that part of the Northeast 1/4 of Section 24, Town 5 North, Range 6 East, in Napoleon Township, City of Napoleon, Henry County, Ohio:

Commencing at the northwest corner of Lot 2 Lutheran Home Addition;

thence South 89 degrees 57 minutes 20 seconds East along the south right-of-way line of Williams Street a distance of 210.00 feet to the POINT OF BEGINNING said point being the centerline of a 20.00 foot wide waterline easement;

thence South 00 degrees 08 minutes 00 seconds West a distance of 18.00 feet;

thence South 44 degrees 52 minutes 00 seconds East a distance of 14.00 feet;

thence South 00 degrees 08 minutes 00 seconds West a distance of 69.00 feet;

thence South 89 degrees 57 minutes 20 seconds East a distance of 624.80 feet to the POINT OF TERMINATION.

EXHIBIT "A"

**WATERLINE EASEMENT**

Being that part of the Northeast 1/4 of Section 24, Town 5 North, Range 6 East, in Napoleon Township, City of Napoleon, Henry County, Ohio:

Commencing at the iron bolt marking the intersection of the centerline of Ohio State Route 108 with the south line of the Northeast 1/4 of Section 24;

thence North 00 degrees 08 minutes 00 seconds East along the centerline of South Perry Street (S.R. 108) a distance of 409 feet;

thence South 89 degrees 44 minutes 30 seconds East a distance of 30.00 feet to the POINT OF BEGINNING said point being the centerline of a 20.00 foot wide Waterline Easement;

thence continuing South 89 degrees 44 minutes 30 seconds East a distance of 368.00 feet;

thence North 00 degrees 08 minutes 00 seconds East a distance of 154 feet;

thence South 89 degrees 57 minutes 20 seconds East a distance of 606.70 feet to the POINT OF TERMINATION.

EXHIBIT "A"  
CONTINUED

## UTILITY EASEMENT

### Know all Men By These Presents:

That THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC., an Ohio non-profit corporation whose principal place of business is located at 1032 South Perry Street, Napoleon, Henry County, Ohio. 43545 (the "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the City of Napoleon, Ohio, a municipal corporation (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and RELEASE to the Grantee, its successors and assigns forever, a Utility Easement with the right to lay, install, construct, reconstruct, repair, maintain and operate a water line in and under the following described real property with the right of ingress to and egress from, across and over said premises (real estate) situated in the City of Napoleon, County of Henry and State of Ohio, and described as:

See Legal Description attached hereto as "Exhibit A" which by reference is incorporated herein.

The Grantor claims title to the above described property by virtue of deed recorded in Deed/Official Record Volume 218, page 967 and Volume 227, page 165 of the records of Henry County, Ohio.

The consideration recited herein shall constitute full and final payment for said easement and all damages sustained and/or claimed by the Grantor its successor and assigns, including but not limited to all damages to the remainder of the Grantor's real estate, that arise from or by reason of the laying, installing, constructing, repairing and supplementing, maintenance, operation, inspection or replacement of said water line, including but not limited to those known or unknown, those legal, equitable or otherwise and those direct, incidental or consequential. Nevertheless, the Grantee shall restore the Grantor's yards, lawns, crops, fences, tiling, driveways, sidewalks and other similar improvements to as good condition as when entered upon by the Grantee or its agents, employees or contractors or at the Grantee's option, to pay the reasonable, direct, and known damages caused thereto.

Grantee will also have the right to mark the location of the strip by suitable markers set in the ground, but such markers when set in the ground will be placed in fences or other locations which will not interfere with any reasonable use the Grantor will make of the land.

The Easement and right-of-way hereby granted includes the right to cut, trim, and/or otherwise control any trees and/or brush which may endanger the safety of or interfere with the construction and use of said Utility.

**TO HAVE AND TO HOLD** said Utility Easement, together with all rights and privileges belonging thereto unto the Grantee and its successors and assigns forever. This Utility



Easement together with all agreement, covenants, and other provisions recited herein, shall constitute a covenant running with the land for the benefit and use of Grantee, its successors and assigns forever. The provisions of this Easement will inure to the benefit of and bind the successors and assigns of the respective parties to it.

The Grantor hereby covenants that it is the true and lawful owner of the above-described real estate and has full power and authority to convey the same and that the same is free and clear from all liens and encumbrances whatsoever and that the Grantor will warrant and defend the title to the said easement against all lawful claims.

IN WITNESS WHEREOF, THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC. has caused its corporate name to be subscribed hereto by its President this 20<sup>th</sup> day of August, 1999.

SIGNED ACKNOWLEDGED AND DELIVERED IN THE PRESENCE OF:

THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC.

Patrick H. Pelletier  
Witness

Gary Spencer  
GARY SPENCER, President

PATRICK H PELLETIER  
(Printed Name of Witness)

Alicia Villarreal  
Witness

Alicia Villarreal  
(Printed Name of Witness)

STATE OF OHIO            )  
                                   ) SS:  
 COUNTY OF LUCAS        )

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Patrick H. Pelltier  
 Notary Public

PATRICK H. PELTIER  
 NOTARY PUBLIC  
 IN AND FOR THE STATE OF OHIO  
 MY COMMISSION EXPIRES JULY 23, 2002

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 HAS NO SEAL.

Approved to form:

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 David M. Gardner, City Law Director

Accepted by:

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 Jon A. Bisher, City Manager

This instrument prepared by:

Richard A. Chase, Esquire  
 2650 North Reynolds Road  
 Suite 3  
 Toledo, Ohio 43615-2082

Napolcom#2-232utilityeasement

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IN WITNESS WHEREOF, THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC. has caused its corporate name to be subscribed hereto by its President this 30<sup>th</sup> day of August, 1999.

SIGNED ACKNOWLEDGED AND DELIVERED IN THE PRESENCE OF:

THE LUTHERAN ORPHANS' AND OLD FOLKS' HOME SOCIETY AT NAPOLEON, OHIO, INC.

Patrick H. Peltier  
Witness

Gary Spencer  
GARY SPENCER, President

PATRICK H PELTIER  
(Printed Name of Witness)

Alicia Villarreal  
Witness

Alicia Villarreal  
(Printed Name of Witness)

STATE OF OHIO )  
 ) SS:  
COUNTY OF LUCAS )

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\_\_\_\_\_  
Notary Public

PATRICK H. PELTIER  
NOTARY PUBLIC  
IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES JULY 23, 2002

GRANTOR CORPORATION  
HAS NO SEAL.

Approved to form:

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David M. Gardner, City Law Director

Accepted by:

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Jon A. Bisher, City Manager

This instrument prepared by:

Richard A. Chase, Esquire  
2650 North Reynolds Road  
Suite 3  
Toledo, Ohio 43615-2082

Napolcom#2-232/utility/easement

**WATERLINE EASEMENT**

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thence South 00 degrees 08 minutes 00 seconds West a distance of 18.00 feet;

thence South 44 degrees 52 minutes 00 seconds East a distance of 14.00 feet;

thence South 00 degrees 08 minutes 00 seconds West a distance of 69.00 feet;

thence South 89 degrees 57 minutes 20 seconds East a distance of 8.1 feet to the point of termination.

Prepared by:

Frederick J. Berning, P.S.-P.E.  
Professional Surveyor, No. 4926

96-160.lgl

EXHIBIT "A"